

**TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS****September 30, 2020****BANK BALANCES:**

	<b>STATEMENTS</b>
US BANK MASTER ACCOUNT	\$ 4,069,203.17
TOTAL	<u>\$4,069,203.17</u>

**INVESTMENTS:**

MT Board of Investments - Short Term Investment Pool (STIP)	\$26,398,443.37
TOTAL	<u>\$26,398,443.37</u>
<b>GRAND TOTAL</b>	<u><b>\$30,467,646.54</b></u>

**OTHER BANK BALANCES:**

	<b>STATEMENTS</b>
CLERK OF COURT RESTITUTION	\$ 15,720.46
SHERIFF'S COMMISSARY	\$ 68,923.78
SHERIFF'S CIVIL	\$ 18,551.86
SHERIFF'S EVIDENCE	\$ 54,384.95
JUSTICE COURT OLD TRUST	\$ 1,278.80
JUSTICE COURT NEW TRUST	\$ 76,240.73
TOTAL	<u>\$ 235,100.58</u>

**RECEIPTS:**

MOTOR VEHICLE	\$ 981,148.37
PROPERTY TAX	\$ 657,438.29
REVENUE RECEIPTS	\$ 5,007,729.07
TOTAL	<u>\$6,646,315.73</u>

**DISBURSEMENTS: Made in the current month.**

MONTANA MOTOR VEHICLE DIVISION	\$ 697,120.23
MONTANA DEPT. OF REVENUE	\$ 127,593.61
CITY OF GREAT FALLS	\$ 300,277.15
GREAT FALLS PUBLIC SCHOOLS	\$ 1,377,988.78
MISC. REMITTANCES	\$ 29,143.45
TOTAL	<u>\$ 2,532,123.22</u>

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the

### **CASCADE COUNTY COMMISSION**

ITEM Approved checks issued since 09/26/2020

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks #306266 through #306409 totaling \$ 297,873.54 and EFT #9101653 and 92820 through 9292021 totaling \$ 1441.63 for an A/P total of \$ 299,315.17 dated 09/28/20 through 10/02/2020.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the

### **CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 10/03/2020**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks # 306410 through #306537 totaling \$ 302,997.12 and EFT's #9101654 through 9101669 totaling \$ 352,920.71 for an A/P total of \$ 655,917.83 dated 10/05/2020 thru 10/09/2020.**

**In addition, payroll checks #95557 through #95606 were issued totaling \$ 38,745.50 and EFT's 5245263 through 52446148 were made totaling \$ 988,680.19 for a payroll total of \$ 1,025,425.69 for the month of September 2020.**

A listing of all paid warrants is available in the Cascade County Commissioners Office.

**September 18, 2020 – 1:00 p.m.**  
**Cascade County Courthouse Annex**  
**Rodeo Barn Bid Opening**

COMMISSION JOURNAL

#60

*These minutes are paraphrased and reflect the proceedings of the Board of Commissioners.  
MCA 7-4-2611 (2) (b).*

**Staff Present:** Les Payne – Public Works Director, and Kyler Baker – Deputy Clerk & Recorder

**Public Present:** Scott Keller – Nelson Architects and Wylie Van Heel – WBH Enterprises

At 1:00 p.m., Les Payne – Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for bids for the MT ExpoPark Rodeo Barn.

Les Payne announced that Cascade County received one (1) bid.  
Bid was provided by WBH Enterprises at 3403 18<sup>th</sup> Ave S, Great Falls, MT 59405.

Bid Packet from WBH Enterprises of Great Falls, MT:

Bid Form, Bid Bond – **ALL COMPLETE (Exhibit A)**

Base Bid Amount: \$205,500.00

ABI #1: \$3,100.00

Total Bid Amount: \$202,400.00

Les Payne stated that staff will take the bid under advisement and make recommendations to the Cascade County Commissioners. The Commissioners will make their decisions at a Commission Meeting.

Adjournment: 1:04 p.m.

**September 24, 2020 – 1:00 p.m.  
Cascade County Courthouse Annex  
Sun Prairie Overlay Phase II**

**COMMISSION JOURNAL**

**#60**

*These minutes are paraphrased and reflect the proceedings of the Board of Commissioners.  
MCA 7-4-2611 (2) (b).*

**Staff Present:** Les Payne – Public Works Director, and Kyler Baker – Deputy Clerk & Recorder

**Public Present:** Dave Anderson – United Materials, Mark Leo - BSCE

At 1:00 p.m., Les Payne – Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for bids for Sun Prairie Overlay Phase II.

Les Payne stated that the bid was published in the Great Falls Tribune on September 13<sup>th</sup> and September 20<sup>th</sup>, 2020. *(See Exhibit A)*

Les Payne announced that Cascade County received one (1) bid.

Bid was provided by United Materials at PO BOX 1690, Great Falls, MT 59403.

Bid Packet from United Materials of Great Falls, MT:

Bid Form, Bid Bond – **ALL COMPLETE** *(See Exhibit B)*

Base Bid Amount: \$483,769

Les Payne stated that staff will take the bid under advisement and make recommendations to the Cascade County Commissioners. The Commissioners will make their decisions at a Commission Meeting.

Adjournment: 1:05 p.m.

**CASCADE COUNTY SPECIAL COMMISSION MEETING  
OCTOBER 21, 2020  
VIA ZOOM  
10:30 AM**

**Commission  
Journal #60**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at [cascadecountymt.gov](http://cascadecountymt.gov) and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on October 27, 2020.

**Cascade County Commission:** Chairman James L. Larson and Commissioner Jane Weber

Excused: Commissioner Joe Briggs

**Present:** Carey Ann Haight – Deputy County Attorney, Bonnie Fogerty – Commission Office, Charity Yonker – Planning Department Director, Sandor Hopkins – Planner, and Kyler Baker – Deputy Clerk and Recorder

**Public:** Nate Kluz, Alex Sholes and Jenn Rowell – The Electric

Chairman Larson called the meeting to order at 10:30 a.m.

**1. Public Hearing**

**Rezone properties located in Section 19, Township 21 North, Range 5 East, and Sections 24, 25, 26, 27, 28, 33, and 34, Township 21 North, Range 4 East P.M.M. Cascade County, Montana from the Open Space (OS) District to the Agricultural (A) District; and to amend the zoning text to include a definition of “Data Center” to Cascade County Zoning Regulations (CCZR) § 2, and add the “Data Center” to CCZR § 18.1.**

**Close to Regular Meeting:**

Chairman Larson closed the Regular Meeting 10:33 a.m.

**Open to Public Hearing:**

Chairman Larson opened the Public Hearing at 10:33 a.m.

**Reading of the Public Hearing:**

Reading of the Notice Public Hearing was waived, without objection. **02:15** (*See Exhibit A*)

**Staff Report:**

Sandor Hopkins, Planner, elaborates. **02:30 – 27:23**

**Written Testimony:**

Chairman Larson called for Written Testimony, there was Written Testimony from Nate Kluz which was read into the record. **30:35** (*See Exhibit B*)

**Call for Proponents:**

Chairman Larson called for Proponents, three times with no response. **42:41**

**Call for Opponents:**

Chairman Larson called for Opponents, three times with no response. **43:08**

**Call for Informational Witnesses:**

Chairman Larson called for Informational Witnesses, three times with no response. **43:25**

**Close to Public Hearing:**

Chairman Larson closed the Public Hearing at 11:15 a.m.

**Reopen the Commission Meeting:**

Chairman Larson reopened the Commission Meeting at 11:15 a.m.

**Motion to Approve or Disapprove**

**Resolution 20-60: A Resolution of Intention to Amend the Cascade County Zoning Regulations.**

Commissioner Weber made a **MOTION** that after reviewing the Staff Report and proposed regulation changes for compliance with the criteria and guidelines for zoning regulations and MCA § 76-2-203, adopt the Staff Report and **APPROVE** the Resolution of Intention to correct CCZR § 4, the Zoning Map, to rezone the subject parcels owned by NorthWestern Energy from Open Space Agriculture, and amend §§ 2 and 18.1 to add "Data Center." **43:56**

**Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction.**

None

**Adjournment:** Chairman Larson adjourned this special meeting at 11:17 a.m.

October 27, 2020

Resolution 20-59

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** Budget Appropriation  
Elections Capital Reserve Fund #4120

**INITIATED BY:** Cascade County Clerk & Recorder

**ACTION REQUESTED:** Approval of Resolution #20-59

**PRESENTED BY:** Rina Fontana Moore  
Cascade County Clerk & Recorder

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**SYNOPSIS:**

The Cascade County Commission passed Resolution 20-50 Adopting the Final Budget for FY2021 on September 1, 2020 as per MCA 7-6-4020 for all funds including Fund #4150 Elections Capital Reserve. The Cascade County Elections Office has since received a grant in the amount of \$294,128 from the Center for Tech and Civic Life and will deposit that into #4150, the Elections Capital Reserve. The Elections Department is also in need of a new envelope opening machine and this was an unbudgeted item. We will need to move \$8000 for the purchase of this piece of equipment into the Elections Capital Reserve.

**RECOMMENDATION:**

Approval of Resolution # 20-59

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

Mr. Chair, I move the Cascade County Commission **APPROVE** Resolution #20-59 approving the budget appropriation within the Elections Capital Reserve Fund #4150.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Resolution #20-59 approving the budget appropriation within the Elections Capital Reserve Fund #4150.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A BUDGET  
APPROPRIATION WITHIN CASCADE COUNTY  
ELECTIONS CAPITAL RESERVE FUND #4150**

**RESOLUTION 20-59**

**WHEREAS**, the Commission passed Resolution 20-50 Adopting the Final Budget for FY2021 on September 1, 2020 as per MCA 7-6-4020 for all funds including Fund #4150 Elections Capital Reserve; and

**WHEREAS**, the Cascade County Elections office applied for a private grant opportunity from Center for Tech and Civic Life, which awarded \$294,128 on September 30, 2020, and accepted by the Commission October 13, 2020 via Contract #20-168; and

**WHEREAS**, the Cascade County Elections office is in need of new equipment, namely an Envelope Opening machine to process mail-in ballots, which was unanticipated and therefore not budgeted; and

**WHEREAS**, a budget amendment is necessary to recognize the grant revenue to Fund #4150 Elections Capital Reserves in the amount of \$294,128 and offset by an increase in appropriations in the amount of \$294,128 plus another \$8,000 for the needed equipment, which will come from existing reserves; and

**WHEREAS**, pursuant to Section 7-6-4006, M.C.A. 2019, the Board of County Commissioners has the power to appropriate funds within the budget; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 27th Day of October, 2020.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
JAMES L. LARSON, CHAIRMAN

\_\_\_\_\_  
JANE WEBER, COMMISSIONER

\_\_\_\_\_  
JOE BRIGGS, COMMISSIONER

ATTEST:

\_\_\_\_\_  
CLERK & RECORDER/AUDITOR  
mke

# REQUEST FOR BUDGET AMENDMENT (APPROPRIATION)

Date: 10/19/2020

To: Cascade County Board of Commissioners

Attachment A

Program Name: Elections Capital Reserve

CFDA #

Contract # 20-168

Responsible Department: Clerk & Recorder Elections Administrator

Prepared by: Rina Moore

Please approve the following budget changes:

	<u>Fund</u>		<u>Dept</u>		<u>Function</u>		<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>										
Acct #	<u>4150</u>	-	<u>345</u>	-	<u>A0600</u>	-	<u>900.920</u>	0	294,128	294,128
Acct #	<u>4150</u>	-	<u>345</u>	-	<u>A0600</u>	-	<u>900.940</u>	0	8,000	8,000
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## Explanation of budget changes:

Establish budgets to reflect receipt of Center for Tech and Civic Life Grant totaling \$294,128 in revenues and appropriations. Establish machinery and equipment budget for new envelope opening machine, not anticipated at the time of adoption of original budget in September, from existing reserves.

Changes authorized by:

Department Head Signature or  
Elected Official Signature

Date

Rina Fontana-Moore  
Print Name

Budget Officer

Date



# Budget Performance Report

Fiscal Year to Date 10/19/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 4150 - Elections Capital Reserve										
REVENUE										
Department 000 - Revenue										
34										
34.1042	Election Fees	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	20,000.00
34 - Totals		\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%	\$20,000.00
37										
37.1010	Interest Earnings	.00	.00	.00	.00	.00	28.77	(28.77)	+++	87.25
37 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.77	(\$28.77)	+++	\$87.25
38										
38.3000	Interfund Oper. Transfer	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	5,000.00
38 - Totals		\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%	\$5,000.00
Department 000 - Revenue Totals		\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$28.77	\$9,971.23	0%	\$25,087.25
REVENUE TOTALS		\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$28.77	\$9,971.23	0%	\$25,087.25
Fund 4150 - Elections Capital Reserve Totals										
REVENUE TOTALS		10,000.00	.00	10,000.00	.00	.00	28.77	9,971.23	0%	25,087.25
EXPENSE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
Fund 4150 - Elections Capital Reserve Totals		\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$28.77	\$9,971.23		\$25,087.25
Grand Totals										
REVENUE TOTALS		10,000.00	.00	10,000.00	.00	.00	28.77	9,971.23	0%	25,087.25
EXPENSE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
Grand Totals		\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$28.77	\$9,971.23		\$25,087.25



# Trial Balance Listing

Through 10/19/20  
Detail Balance Sheet Listing  
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 4150 - Elections Capital Reserve						
101.000	Cash	35,233.25	28.77	.00	35,262.02	10,146.00
260.200	Assigned Fund Balance	(35,233.25)	.00	.00	(35,233.25)	(10,146.00)
	Fund Revenues	.00	.00	28.77	(28.77)	.00
Fund 4150 - Elections Capital Reserve Totals		\$0.00	\$28.77	\$28.77	\$0.00	\$0.00
Grand Totals		\$0.00	\$28.77	\$28.77	\$0.00	\$0.00



CENTER FOR  
TECH AND  
CIVIC LIFE

September 30, 2020

Cascade County, Montana

Clerk & Recorder

325 2nd Ave North - Room 100

P.O. Box 2305

Great Falls, MT 59403

Dear Rina Moore,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Cascade County, and the special circumstances Cascade County faces administering elections in 2020, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Cascade County ("Grantee").

The following is a description of the grant:

**AMOUNT OF GRANT:** \$294,128.00 USD

**PURPOSE:** The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Cascade County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

**October 27, 2020**

**Contract 20-170**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

<b>ITEM:</b>	<b>South Winds County Water and Sewer District Water System Improvements Project Management Plan Update</b>
<b>INITIATED AND PRESENTED BY:</b>	<b>Mary K. Embleton, Budget Officer/Grants Coordinator</b>
<b>ACTION REQUESTED:</b>	<b>Approval of Contract 20-170</b>

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**BACKGROUND:**

Cascade County received a Community Development Block Grant (CDBG) in the amount of \$450,000 on behalf of the South Winds County Water and Sewer District to help fund their water and wastewater systems improvements. The grant was originally awarded in 2013. Then in 2016, the District was awarded a WRDA grant, so at that time, the CDBG grant award was allowed to be applied to the Wastewater System improvements rather than the Water System improvements. After numerous delays and set-backs, the District awarded a construction contract in the spring of 2020 for the Wastewater Treatment Plant, Lift Station, and Lagoon portions of the project. Construction is slated to finish in December. The Management Plan that was originally adopted in 2015 via Contract #15-65. It establishes the persons in both the County and the District who have certain responsibilities in managing this project and the various funding sources associated with said project. Since that time, several persons named in the original contract have changed. This update brings the names of the responsible persons current, and the District has already signed it.

**RECOMMENDATION:** Approval of Contract 20-170.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission approve Contract 20-170 updating the South Winds County Water and Sewer District CDBG project Management Plan.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission disapprove Contract 20-170 updating the South Winds County Water and Sewer District CDBG project Management Plan.

**CASCADE COUNTY &  
SOUTH WIND COUNTY WATER AND SEWER DISTRICT  
WATER SYSTEM IMPROVEMENTS PROJECT  
MANAGEMENT PLAN**

**I. ADMINISTRATIVE STRUCTURE**

The County of Cascade is an incorporated unit of local government with an elected Commission of government.

The following persons will have major responsibility for administering the County's FY 14 MT Community Development Block Grant (CDBG) Housing Project involving the construction of the water system for South Wind County Water and Sewer District (District).

The Cascade County Commissioners, as the County's chief elected officials, are authorized to approve and execute all CDBG Program documents associated with the CDBG Housing Project grant awarded to Cascade County for the District's Water System Improvements project.

Mary Embleton, as the Grants Coordinator for the Cascade County Commissioners has been authorized by the Commissioners to serve as the County's liaison with the Montana Department of Commerce, District, and NCI Engineering. Ms. Embleton's telephone number is (406) 454-6731.

Ron Lorenz, President of the District, will have full responsibility for all official contracts with Treasure State Endowment Program (TSEP), the Montana Department of Natural Resources and Conservation (DNRC) and the State Revolving Loan Fund (SRF). TSEP, DNRC, and SRF are each providing the matching funds for the project and SRF is providing a direct loan/grant package to District. Mr. Lorenz's telephone number is (406) 788-0137.

The County Commissioners will have ultimate authority and responsibility for the management of project activities and expenditures of CDBG funds. The Board of Directors of District will make recommendations to the Commission. However, final approval of all contracts and drawdown requests associated with the usage of CDBG funds will be the responsibility of the County Commission.

District's Board of Directors will have ultimate authority and responsibility for the management of project activities and expenditures of matching funds. Final approval of all contracts and drawdown requests with the usage of matching funds will be the responsibility of the Board of Directors.

South Wind County Water and Sewer District is the owner and operator of its water system. The County and the Board of Directors of the District have entered into an Interlocal Agreement for the construction of the new water system supply and treatment facility as well as a new wastewater treatment system. That

Interlocal agreement, as well as this Management Plan, will take effect upon ratification of a contract for CDBG funds between Cascade County and the Montana Department of Commerce.

The District's Board of Directors must approve all documentation, which will include contracts expenditures and change orders, prior to be submitted to the County Commission. The District's liaison for this project will be Ron Lorenz.

Mary Embleton, as the Grants Coordinator for the Cascade County Commissioners, will be responsible for management of, and record keeping for all CDBG funds that are involved in the project the District.

James L. Larson, as the Cascade County Commission Chair, has been designated as Cascade County's Environmental Certifying Official responsible for all activities associated with the environmental review process that will be completed in conjunction of the FY2014 CDBG grant awarded to the project.

Latoya Biddix, Accountant at Deffinbaugh Financial Services, will be the project's Financial Manager/Fiscal Contact for the District and will be responsible for record keeping for matching funds involved in the project. Ms. Biddix's telephone number is (406) 454-8888. (latoya@dfsfinancialservices.com)

Idaho Trenberth of NCI Engineering will be designated as Project Administrator and be responsible for overall project administration and assuring compliance with applicable federal and state requirements for the CDBG, TSEP, DNRC, and SRF grants and loan that have been awarded to the project. The Project Administrator will serve as the County's and District's liaison with the Montana Department of Commerce Treasure State Endowment Program, Montana Department of Natural Resources and Conservation, and State Revolving Loan Fund for the project. Mr. Trenberth's telephone number is (406) 453-5478.

Carey Ann Haight, Cascade County Attorney, will serve as the County's legal counsel to review and advise the Commissioners regarding any proposed contractual agreements associated with the CDBG project, and provides any other legal guidance as requested. Ms. Haight's telephone number is (406) 454-6915.

Jason Holden as the District's legal counsel, will assist the District's General Manager and District's Board of Directors with the review of documents, provide counsel regarding any proposed contractual agreements, and provide any other legal guidance as requested. Jason Holden's telephone number is (406) 452-6500.

The District must approve all construction documentation, which would include contracts, expenditures, and change orders, prior to being submitted to the County Commission. The District's liaison for this project will be Ron Lorenz.

The District has completed a formal procurement process to hire an engineer for designing and supervising the construction of water system improvements project.

Idaho Trenberth, NCI Engineering, Project Manager, will be responsible for construction-related activities including preparation of final design, plans and specifications, as well as construction inspection. Contractor compliance, scheduling, and payment requests will also be subject to the Project Manager's review and approval.

## **II. PROJECT MANAGEMENT**

- A. The Project Administrator and Manager, NCI Engineering, will be responsible for:
1. Preparing the environmental review to assure full compliance with the National and Montana Environmental Policy Acts, completion of the statutory checklist, and any other applicable environmental requirements. The Project Administrator will also be responsible for preparing any legal notices required to be published for the environmental review process and conducting any required public hearings or informational meetings.
  2. Preparing a request for release of funds to DOC.
  3. Developing a contract with DOC and assisting the County and District with all requirements related to effective project start-up and implementation. The project implementation schedule is attached. The Project Administrator will inform the County, District, and DOC regarding any significant changes to this schedule.
  4. Establishing and maintaining complete and accurate project files and preparing all documentation, quarterly project progress reports, and reports incidental to administration of the grant.
  5. Reviewing all proposed project expenditures or requests for payment to ensure their propriety and proper allocation of expenditures to the CDBG budgets.
  6. In cooperation with the Commissioner's Grant Coordinator and the District's General Manager, processing payment requests and preparing drawdown requests to CDBG, TSEP and SRF, including the Request for Payment and Status of Funds Report and the Project Progress Report. The Project Administrator will coordinate CDBG funding with the other matching funds involved in the project.
  7. Serving as the designated labor standards officer and assuring compliance with all applicable labor standards requirements. Responsibilities will include the review of weekly payroll reports to assure compliance with Davis-Bacon prevailing wage requirements; periodic visits to the construction site to assure that required equal

opportunity, labor standards, and Davis-Bacon wage determinations have been posted; and conducting on-site interviews with construction personnel to document Davis-Bacon compliance.

8. Assuring compliance with applicable civil rights requirements, including preparation of an equal opportunity plan and a fair housing resolution, which will be adopted by the County and District, as needed.
9. Preparing all required performance reports and closeout documents for submittal to DOC.

B. The Project Manager will have the following duties:

1. Final Design.
2. Act as the Project's liaison with all plan review, approval permitting agencies. Prepare all required information to secure needed permits for the project.
3. Monitoring the subcontractor selection process, including the bid advertising, tabulation, and award process for conformance to CDBG requirements. The Manager will review the construction contract provisions for CDBG compliance and will request DOC clearance of the lowest and second lowest bidders before a contract is awarded.
4. Attending the preconstruction conference and monthly construction progress meetings.
5. Prepare the construction bid package in conformance with applicable CDBG, TSEP, DNRC, and USDA Rural Development requirements and supervise the bid advertising, tabulation, and award process, including the preparation of the advertisements for bid solicitation, conduct the bid opening, and issue the notice to proceed.
6. Conduct the preconstruction conference.
7. Supervise of construction activities and preparation of field inspection reports.
8. Hold periodic progress meetings at which contractor's request for payment will be reviewed. Review and certify all requests for payment from the contractor.
9. At the completion of the project, certify to the County and District that all work was completed according to the project plans and specifications and provide project completion and project closeout oversight and documentation.

10. Attending County Commission and/or District meetings to provide project status reports and representing the CDBG, TSEP, DNRC, and USDA Rural Development project at any other public meetings, as deemed necessary by the Commissioner's or District.

### III. FINANCIAL MANAGEMENT

- A. The Commissioner's Grants Coordinator's responsibilities will be as follows:
  1. Enter all project transactions into the County's existing accounting system (BARS), and prepare checks/warrants for approved expenditures.
  2. With the assistance of the Project Administrator, prepare for submittal to the DOC, the Requests for Payment and Status of Funds Reports, and provide a copy of each warrant produced by the County to pay each vendor. The District board members must approve all expenditures before two members of the County Commission will sign a CDBG drawdown request.
  3. With the assistance of the Project Administrator, preparing the final financial reports for project closeout for the CDBG Program.
- B. The District **Financial Manager's** financial responsibilities will be as follows:
  1. Managing the transfer of TSEP, DNRC, WRDA, and SRF funding to the District's bank account and disbursing those funds based on claims and supporting documents approved by the Project Manager, Project Administrator, County Commission, and Board of Directors.
  2. With the assistance of the Project Administrator, preparing the Request for Payment and Status of Funds Reports to be submitted to CDBG, TSEP, DNRC, and SRF. No expenditures will be made without the approval of the Board of Directors at a regular meeting. Electronic copies of *all* project related documents will be submitted to the Commissioner's Grants Coordinator.
- C. The Project Administrator, Commissioner's Grant Coordinator, District General Manager, and Project Manager will review all proposed expenditures of CDBG funds and will prepare drawdown requests, which will be signed by the officials cited above. All disbursements will be handled in accordance with the County's established and/or District's claim review procedures. Before submitting the claim to the Commissioner's Grants Coordinator and/or the District's General Manager, the Project Administrator will attach a certification to each claim stating that the proposed expenditure is an eligible expense of the County's CDBG or

District's matching funds project and consistent with the appropriate project budget. The District must approve all expenditures and payment requests. After their approval, the Commissioners will formally approve all claims and expenditures of the CDBG grant funds.

- C. Financial record keeping will conform to the recommendations of the DOC/Local Government Services Bureau as described in Chapter 4 of the CDBG Administration Manual. The original financial documents (claims with attached supporting material) will be retained either in the County's offices with copies sent to the District or in the District's offices with copies sent to the County.
- D. The payment of CDBG funds by the DOC will reimburse County funds disbursed to pay project related claims that have been approved as previously described in this document. Reimbursement of County payments will be based on the actual rate of disbursement. Proper documentation to be submitted with each CDBG Request for Funds will include, when appropriate, invoices, contractor applications for payment, certified payrolls from each contractor and subcontractor and copies of the warrants Cascade County produced to pay each vendor.

#### **IV. PROGRAM INCOME**

The proposed project will not generate program income from the CDBG funds awarded to the County.


#### **V. IMPLEMENTATION SCHEDULE**

A quarterly implementation schedule for the project, which lists the critical steps that are necessary for CDBG, TSEP, DNRC, and SRF, is attached. The Project Administrator will be responsible for monitoring the project's status and compliance with this schedule, which will be updated when the County's CDBG contract with DOC is completed. The Project Administrator will prepare a detailed construction schedule when the final construction cost is known.

## VI. APPROVAL

This Management Plan for Cascade County's CDBG Project involving the construction of the South Wind Water Sewer District Improvement project is accepted and approved by:

South Wind County  
Water and Sewer District



Ron Lorenz, Board President

Board of County Commissioners  
Cascade County, Montana

James L. Larson, Chair

Jane Weber, Commissioner

James Briggs, Commissioner

ATTEST:

Rina Fontana Moore  
Clerk and Recorder



**EXHIBIT A**  
**South Winds Water and Sewer Improvements**  
**PROJECT IMPLEMENTATION SCHEDULE**

TASKS	QUARTERS 2019				QUARTERS 2020			
	1ST JFM	2ND AMJ	3RD JAS	4TH OND	1ST JFM	2ND AMJ	3RD JAS	4TH OND

**Project Design**

Commence Final Design			X					
Complete Project Design				X				
Submit Plans to DEQ				X				
Prepare Bid Documents				X				
Finalize Acquisition				N/A				

**Advertisement for Const, Bid**

Review Contract Requirements		X	X					
Public Bid Advertisement						X		
Open Bids & Examine Proposals						X		
Request Contr. Debarment Review						X		
Select Contractor & Award Bid						X		
Conduct Pre-Const. Conference						X		
Issues Notice to Proceed to Contractor						X		

**Project Construction**

Begin Construction							X	
Monitor Engineer & Contractor							X	X
Conduct Labor Compliance Reviews							X	X
Hold Const. Progress Meetings							X	X
Final Inspection							X	X

**Project Close Out**

Submit Final Drawdown								X
Project Completion Report/Final Certificate								X
Contract End Date								2021



**October 27, 2020**

**Contract 20-171**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Cooperative Agreement Plan Between Cascade County and The Big Sky Pro Rodeo Roundup Committee

**INITIATED AND PRESENTED BY:** Susan Shannon  
Director of Montana ExpoPark

**ACTION REQUESTED:** Approval of Contract 20-171

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**BACKGROUND:**

The Cooperative Agreement Plan serves as a cooperative plan for the operation of the Cascade County Big Sky Pro Rodeo occurring annually during the Montana State Fair. The Cooperative Agreement Plan reflects the relative roles, responsibilities, duties, funding, resources, liability and benefits for both Cascade County and the Big Sky Pro Rodeo Roundup Committee. The annual event attracts in excess of 500 plus contestants and 6,500 plus fans over the four-day event. This is an updated Cooperative Agreement Plan that will replace Contract 15-106 recorded on 7-16-2015 R0309044 CAG.

**RECOMMENDATION:** Approval of Contract 20-171

**COMPENSATION:** Not Applicable

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission approve Contract 20-171, the Cooperative Agreement Plan by and between Cascade County and the Big Sky Pro Rodeo Roundup Committee.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission disapprove Contract 20-171, the Cooperative Agreement Plan by and between Cascade County and the Big Sky Pro Rodeo Roundup Committee.



**COOPERATIVE AGREEMENT PLAN**  
**BETWEEN CASCADE COUNTY**  
**AND**  
**THE BIG SKY PRO RODEO COMMITTEE**

In consideration of the following, Cascade County (County), and the Big Sky Pro Rodeo Roundup Committee, a 501(c)(3) organization, (Rodeo Committee) hereby enter into this Cooperative Agreement Plan (CAP) which shall serve as a cooperative plan for operation of the Cascade County Big Sky Pro Rodeo occurring annually at the County's Montana ExpoPark facility in the grandstand and rodeo area during the Montana State Fair.

**DURATION**

This CAP shall be effective upon signature of the parties' authorized representatives and shall continue in full force and effect thereafter until modified in writing by both parties or revoked in writing.

**TERMS CONDITIONS AND PERFORMANCE**

The parties hereto agree to review and update the terms and conditions of the CAP on an annual basis no later than December 31 each year. The parties further agree to discuss and critically evaluate and review the activities performed under this CAP.

**INDEMNIFICATION**

The Rodeo Committee, as a 501(c)(3), will indemnify and hold the County, its members, volunteers, agents, and employees harmless for any negligent act or omission by the Rodeo Committee, its members, volunteers, agents, or employees resulting in any loss or damages, including personal injury, death, dismemberment or property damage arising out of any and all activities engaged in by the Rodeo Committee, its members, volunteers, agents or employees on Cascade County property including but not limited to activities in preparation for the Rodeo, performance of the Rodeo, and/or the removal/cleanup after the Rodeo.

**GOALS**

This CAP reflects the relative roles, responsibilities, duties, funding, resources, liability, and benefits for both County and the Rodeo Committee during the planning and execution of the Big Sky Pro Rodeo.

A. **TICKETS** — County shall provide seven (7) categories of tickets to the Rodeo Committee for Rodeo Committee to purchase and/or have for complimentary use. The categories of tickets are described as follows:

1. **General Admission Rodeo Tickets:** A General Admission Rodeo Ticket will provide the holder of the ticket with admission to the Rodeo for one performance. The holder of a General Admission Rodeo Ticket cannot use said ticket for State Fair gate



admission or State Fair parking. Cascade County shall provide the Rodeo Committee 30 General Admission Rodeo Tickets per performance.

2. Additional General Admission Rodeo Tickets: General Admission Rodeo Tickets sold to the Rodeo Committee shall be sold as individual General Admission Rodeo Tickets and discounted 25% off the face value of the General Admission Rodeo Ticket price.
3. Gold Buckle Individual Guest Badge: Each Gold Buckle Individual Guest Badge will provide the holder of the badge with one Reserved Rodeo Ticket Admission to the Rodeo for one performance on the Gold Buckle Trailer. County will sell an unlimited quantity of Gold Buckle Individual Guest Badges to the Rodeo Committee. The Reserved Rodeo Guest Badge will be discounted 25% off the face value of the Reserved Rodeo ticket price.
4. Gold Buckle Rodeo Event Badge: Each Gold Buckle Rodeo Event Badge will provide the holder of the badge with one Reserved Rodeo Ticket Admission to the Rodeo for each performance of the rodeo. County will sell to the Rodeo Committee an unlimited quantity of Gold Buckle Rodeo Event Badges. Package includes four performances of rodeo, four Fair Gate Admissions to the Montana State Fair, and four VIP parking admissions to the Montana State Fair.
5. Fair Gate Admission Ticket: Fair Gate Admission tickets may be used by the ticket holder for either Fair Gate Admission into the State Fair or parking for the ticket holder's vehicle at the State Fair. County shall provide the Rodeo Committee 60 Fair Gate Admission Tickets per rodeo performance free of charge. In addition, County will sell to the Rodeo Committee an unlimited quantity of Fair Gate Admission Tickets at the current promotional rate.
6. Food Coupon Purchases: Food Coupons will be purchased at face value. No discount applies.
7. Big Sky Pro Rodeo Roundup Committee Badges: Big Sky Pro Rodeo Roundup Committee badges will provide the badge holder with nine (9) days of fair gate admission to the State Fair and admission into all performances of the Rodeo. County shall provide the Rodeo Committee with 30 Big Sky Pro Rodeo Roundup Committee badges.

B. SPONSORSHIPS —County shall sell sponsorships for Rodeo activities. Sponsorships shall include but not be limited to Title Sponsors, Major Sponsors, Chute Sponsors, Events Sponsors (i.e.

Barrel Racing, Steer Wrestling, Bareback Riding, Bull Riding, Calf Roping, etc.)? Theme Nights, Timed Events, Official\ Truck, Official Beer, Arena Signage, Grandstand Signage, etc.



The Rodeo Committee shall sell sponsorships for all their ancillary Rodeo events. Ancillary sponsorship activities may include but not be limited to the following examples: Exceptional Rodeo, Cowgirl U, Bachelor Auction, Ranch Rodeo, Rodeo Uncorked, etc. The Rodeo Committee shall retain all proceeds from their sponsorships for ancillary events. In the event the Rodeo Committee elects to distribute complimentary Tickets as part of its sponsorship package(s), Tickets shall be purchased by the Rodeo Committee from County at the prices set forth in Section A hereof.

- C\* **MARKETING** County shall be responsible for all Rodeo marketing and advertising, including but not limited to print\* television, radio, social media, and billboards. The Rodeo Committee shall be responsible for all Rodeo ancillary event marketing and advertising. In the event the Rodeo Committee elects to reference the Big Sky Pro Rodeo, the Montana ExpoPark, or the Montana State Fair, such marketing and advertising must be pre-approved in writing by County's Montana ExpoPark Marketing and Sales Manager.
- D. **RODEO CONTRACTOR** —County shall organize a selection committee to identify a rodeo contractor for the Rodeo. A member of the Rodeo Committee shall be a member of the selection committee. Regardless of the formation of the committee, County will retain all rights and duties with regard to final selection and contract provisions with the rodeo contractor.
- E. **EVENTS WITHIN THE EVENT** — The Rodeo Committee will provide a list each year to County of each of the ancillary events that they intend to conduct. This list will be provided to the County no later than May 1 of each year. County will review the event list and coordinate event timing to prevent use and occupancy conflicts with other scheduled Montana ExpoPark events. Based on the provided list, County will review each event to determine event needs such as event staff, rentals, setup, teardown, equipment, maintenance, billable services, etc. The Rodeo Committee will be charged for County's services, rentals, and billable items related to the ancillary events. The Rodeo Committee will not be charged for the event space. After an event plan and associated costs have been approved in writing by County and the Rodeo Committee may the Rodeo Committee commence with implementation of the event.

The Rodeo Committee shall sell sponsorships for all their ancillary Rodeo events. Ancillary sponsorship activities shall include but not be limited to Cowgirl U, Bachelor Auction, Ranch Rodeo, Rodeo Uncorked, etc. The Rodeo Committee shall retain all proceeds from their sponsorships for ancillary events. the event the Rodeo Committee elects to distribute complimentary Tickets as part of its sponsorship package(s), Tickets shall be purchased by the Rodeo Committee from County at the prices set forth in Section A hereof.

- F. **LIABILITY** - The Rodeo Committee shall provide a certificate of liability insurance naming Cascade County as an insured with policy limits in the amount of \$1,000,000 per event and \$2,000,000 for the aggregate insuring all persons, members, volunteers, employees, agents and participants who are engaged in any capacity by the Big Sky Pro Rodeo Committee at the Montana ExpoPark Fairgrounds or other County property. Such coverage shall always remain in force and effect.



- G. **STORAGE** - The Rodeo Committee shall bear all risk of loss for any and all property stored on the County premises. The Merchandise Hut rental rate is \$25 per month and will be billed on an annual basis at the conclusion of the Big Sky Pro Rodeo each year.
- H. **RENTALS** - In the event the Rodeo Committee elects to use additional Montana ExpoPark buildings and facilities such as the Gold Buckle Room or Paddock Kitchen, the Rodeo Committee will be required to enter into County's standard facility rental agreement. Except for the Paddock Kitchen which is a shared space at Montana ExpoPark during the Montana State Fair, in the event a conflict arises with a third party regarding for use of a Montana ExpoPark facility, the Rodeo Committee shall have priority of the facility upon payment of the standard rental rate. If there is no conflict for the date for use of facility use, then County agrees to waive the facility rental fee. Waiver of the facility rental fee in such instance does not constitute a waiver of fees for any billable services required.
- I.. **ASSETS** — The Rodeo Committee and County will work together to establish a list of Rodeo Committee owned assets. Assets located at Montana ExpoPark not clearly determined to be an asset of the Rodeo Committee shall be deemed County property.
- J. **CONTACT PERSONS** - Contact persons for the County are: Director of Montana ExpoPark. Contact persons for the Big Sky Pro Rodeo Roundup Committee is Big Sky Pro Rodeo Roundup Chairperson.

Note - Recording Number R0309044 CAG 7/16/2015

Signed on the \_\_\_\_\_ day of \_\_\_\_\_,

**Big Sky Pro Rodeo Roundup Committee:**

\_\_\_\_\_

**Sarah Boadle Kulbeck**



**October 27, 2020**

**Contract 20-174**

**Agenda Action Report**  
***Prepared for the***  
**Cascade County Commission**

**ITEM:** Montana Department of Corrections  
Probation and Parole  
DUI Service Agreement

**INITIATED AND PRESENTED BY:** Wayne E. Bye  
Deputy Chief Region III  
Montana Department of Corrections.  
Probation and Parole

**ACTION REQUESTED:** Approval of Contract 20-174

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**BACKGROUND:**

The purpose of this Agreement is for the State and County to work cooperatively and in conjunction with one another to perform the services listed in below.

**Services**

In fulfillment of Probation and Parole Officers' (PO) normal job duties, the State shall perform the following activities in cooperation with the County:

**2.1** Participation of PO in random home visits and bar checks within Cascade County to conduct breath testing of convicted felony DUI offenders to ensure compliance with conditions of supervision.

**Compensation**

The County is statutorily mandated to provide funding for DUI Task Force activities and as such agrees to pay the State the sum of **\$5,000.00**.

**Effective:** Date of signing – December 31, 2020.

After January 1, 2021, the State may ask the County for an additional \$5,000 if funds are available for use up to June 30, 2021.

**RECOMMENDATION:** Approval of Contract 20-174

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-174, the Montana Department of Corrections Probation and Parole DUI Services Agreement.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-174, the Montana Department of Corrections Probation and Parole DUI Services Agreement.



Montana Department of Corrections  
Probation and Parole

**DUI SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into between Cascade County DUI Task Force, hereinafter called the "County", and Probation and Parole, Department of Corrections, State of Montana, hereinafter called the "State."

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, mutually agree as follows:

**Section 1. Purpose.**

The purpose of this Agreement is for the State and County to work cooperatively and in conjunction with one another to perform the services listed in Section 2, below.

**Section 2. Services.**

In fulfillment of Probation and Parole Officers' (PO) normal job duties, the State shall perform the following activities in cooperation with the County:

2.1 Participation of PO in random home visits and bar checks within Cascade County to conduct breath testing of convicted felony DUI offenders to ensure compliance with conditions of supervision.

**Section 3. Compensation.**

The County is statutorily mandated to provide funding for DUI Task Force activities and as such agrees to pay the State the sum of **\$5,000.00** in total as compensation upon receipt of monthly invoices from the State for reimbursement of participants' salaries at individual overtime rates of pay plus fringe benefits for the activities listed in Section 2, above. This amount shall constitute the total compensation to be paid for the activities completed and for the Time of Performance stated in Section 4, below. The State shall submit monthly claims to the County. In the event any actions or performance required under this agreement are deemed by the County to be undone or incomplete, the County may require completion of performance, or the County shall not be liable for the payment of claims arising from the lack of such action or performance. **After January 1, 2021, State may ask the County for an additional \$5,000 if funds are available for use up to June 30, 2021.**

**Section 4. Time of Performance.**

Cooperative activities are to commence on **October 5, 2020**, or upon receipt of final signature on this Agreement, whichever occurs later, and shall terminate on **December 31, 2020**. If additional funds are approved after **January 1, 2021**, cooperative activities are to commence on **February 1, 2021**, or upon receipt of final signature on this Agreement, whichever occurs later, and shall terminate on **September 30, 2021**.

**Section 5. Liaison.**

The State shall provide a monthly, written report to the DUI Task Force within the County.

Wayne Bye is State's liaison  
219 5<sup>th</sup> St. So. Ste. A  
Great Falls, MT 59405  
(406) 268-3219  
[WBye@mt.gov](mailto:WBye@mt.gov)

Joseph T. Williams is Contractor's liaison  
1019 15<sup>th</sup> Street North  
Great Falls, MT 59401  
(406) 455-9330  
[joseph@gfprc.org](mailto:joseph@gfprc.org)

**Section 6. Work Product.**

All products of the State resulting from the performance of activities under this agreement shall be exclusive property of the State, except all information provided to the Task Force at its' public meetings or contained in public documents provided to the Task Force. Only the State is authorized to release, or to order the release, of information concerning any work in progress under this agreement.

**Section 7. Independent Agency.**

It is understood by the parties to the agreement that the State is an independent agency and as such is not as employee of the County.

**Section 8. Records.**

The State shall maintain adequate records of performance of the activities and allow access by the County at all times.

**Section 9. Amendments.**

All Amendments to this Agreement shall be in writing and signed by the parties.

**Section 10. Termination and Default Termination and Default.**

**10.1 County Termination for Cause with Notice to Cure Requirement.**

County may terminate this Agreement in whole or in part for State's failure to materially perform any of the services, duties, terms, or conditions contained in this Agreement after giving State written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **30** days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**10.2 State Termination for Cause with Notice to Cure Requirement.** State may terminate this Contract for County's failure to perform any of its duties under this Agreement after giving County written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **30** days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**10.3 Reduction of Funding.** State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (§ 18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**Section 11. Integration.**

This Agreement contains the entire agreement between the parties and no statements, promises, or inducements made by either party or agents thereof, which are not contained in the written Agreement, shall be binding or valid. This Agreement shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Agreement.

**Section 12. Severability.**

A declaration by any court or other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

**Section 13. Hold Harmless and Indemnification.**

The State agrees to protect, defend, and save the County, its agents, employees and representatives, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising out of services performed or omissions of services or any acts or omissions of the State and/or its agents, employees, representatives, assigns, and subcontractors resulting from its performance of its obligations under the terms of this Agreement.

County agrees to protect, defend, and save the State, its agents, employees and representatives, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising out of services performed or omissions of services or any acts or omissions of County and/or its agents, employees, representatives, assigns, and subcontractors resulting from its performance of its obligations under the terms of this Agreement.

**Section 14. Assignment, Transfer, and Subcontracts.**

No assignment or transfer of the performance of activities may be made without the express, written permission of all parties to this agreement.

**Section 15. Entire Agreement.**

This written document contains the Entire Agreement between the parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this Written Agreement, shall be valid or binding. This written agreement shall not be enlarged, modified, or altered except by a written agreement signed by all parties to the Entire Agreement and attached hereto.

**IN WITNESS WHEREOF**, Cascade County DUI Task Force, Cascade County and the State execute this agreement according to dates written in Section 4, or upon receipt of final signature on this Agreement.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**DEPARTMENT OF CORRECTIONS  
STATE OF MONTANA**

\_\_\_\_\_  
James L. Larson, Chairman                      r

\_\_\_\_\_  
Kevin Olson, Administrator  
Probation and Parole Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jane Weber, County Commissioner

Approved as to Form:

\_\_\_\_\_  
Joe Briggs, County Commissioner

\_\_\_\_\_  
Contracts Officer                      Date  
Department of Corrections

\_\_\_\_\_  
Date

Approved as to Legal Content:

ATTEST:

\_\_\_\_\_  
Legal Counsel                      Date  
Department of Corrections

\_\_\_\_\_  
Rina Ft. Moore, Clerk and Recorder

**Cascade County DUI Task Force**  
Cascade County Finance Department

**County: Address for Billing**

PO Box 2867

Great Falls, MT 59403

**Phone: (406) 454-6801 – Clerk and Recorder**

**For:** Wayne E. Bye  
Deputy Chief  
Department of Corrections  
Probation and Parole  
219 5<sup>th</sup> St. South, Suite A  
Great Falls, MT 59405

**Region:** III – Great Falls, MT



October 27, 2020

Contract 20-169

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Contract 20-169  
Hometown Leasing, LLC (360 Office Solutions)  
Term Lease Schedule  
Kyocera M6635cidn

**INITIATED AND PRESENTED BY:** Trisha Gardner,  
Health Officer

**ACTION REQUESTED:** Approval of Contract 20-169

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**BACKGROUND:**

The purpose of this Term Lease Schedule is to lease equipment (Kyocera M6635cidn) from Hometown Leasing, LLC (360 Office Solutions). An option to purchase the equipment for a buyback of \$93.29 is an option at the end of the lease.

**TERM:** 24-Months  
October 1, 2020 – September 30, 2022

**AMOUNT:** \$ 26.85 per Month  
\$ 0.01363 per Black & White Copy  
\$ 0.09810 per Color Copy

**RECOMMENDATION:** Approval of Contract 20-169

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract 20-169, Hometown Leasing, LLC (360 Office Solutions) Term Lease Schedule Kyocera M6635cidn

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-169, Hometown Leasing, LLC (360 Office Solutions) Term Lease Schedule Kyocera M6635cidn



# **EXHIBIT A TERM LEASE SCHEDULE**

Installation Date: 10/02/2019  
 Agreement Date: 10/10/2020  
 First Meter Read Date: 11/04/2020  
 Customer: Cascade County – WIC Program  
 Bill To Address: 115 4<sup>th</sup> Avenue, Great Falls, Montana, 59401  
 Asset/Pool Value: \$932.89

Pool No.: DPHHS24  
 Term Lease Master Agreement No.:  
 Term(months):24  
 Monthly Payment: \$26.85

Type / Model	Serial Number	Location	Final Payment	Term	Lease Payment	B/W Pages	B/W Cost Per Page	Color Pages	Color Cost Per Page	Asset Value
		See Schedule A								

THE MASTER LEASE AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREUNDER SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SCHEDULE AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS

  X   IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted By:

Hometown leasing, LLC

For or as Lessor:

By:

Authorized Signature

Craig Bartholomew 10/02/2020  
Name (Type or Print) Date

Accepted By:

Cascade County

Lessee

By:

Authorized Signature

Name (Type or Print) Date

**EXHIBIT A  
TERM LEASE SCHEDULE**

**TERM**

Number: Indicates number of months of the Lease Term

CO: Coterminous Lease. Term of this Equipment and associated item of Equipment expire simultaneously.

**INTEREST RATES.** The Interest Rate, if stated, is the annual percentage rate ("APR") which shall not exceed the lesser of the APR set forth on the front of this SCHEDULE or the rate permitted per the Agreement.

**RATE PROTECTION.** The Rates stated on the Schedule are not subject to change if the Schedule is signed and returned to Lessor by the rate validity date indicated on the face of the Schedule and Equipment is either (i), supplied by Lessor and installed by the last day of the month of the Estimated Commencement Date or (ii) not supplied by Lessor and a certificate of acceptance ("COA ") is signed by Lessee with a Rent Commencement Date on or prior to the last day of the month of the Estimated Commencement Date stated on the Schedule and such COA is accepted by Lessor. In no case shall the rate be higher than per allowed in the Agreement.

**RENT COMMENCEMENT DATE.** Notwithstanding anything to the contrary in the Agreement, the Rent Commencement Date for (i) personal computing equipment, including personal computer-based servers, shall be the date supplied by Lessor on the COA or (ii) for Equipment supplied by Lessor, shall be the earlier of the date of installation or seven (7) days after the Release Date or as specified in the Schedule.

**SCHEDULE OPTIONS.** When indicated on the face of the Schedule, the following terms and conditions shall apply to transactions indicated in this Schedule.

**INTERIM RENT.** The Payment Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" per the Agreement and Lessee will pay interim Rent from such date to the Payment Commencement Date. Such interim Rents shall be prorated based on the number of days in the Payment Period.

**\* PAYMENT IN ADVANCE.** Rent will be due on the first day of each Payment Period and (except for the invoice for the first Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation. As an accommodation to Lessee, and not as a precondition to payment of same, Lessor shall invoice Lessee for Rent and other sums due at least 30 days in advance.

**\* PAYMENT IN ARREARS.** Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

**TAX EXEMPT REQUIREMENTS.** Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code").

**TRANSFER OF OBLIGATIONS.** The parties agree that any transaction initiated under this Agreement shall be binding upon their successors and permitted assigns.

**EXHIBIT A**  
**TERM LEASE SCHEDULE**  
**Addendum A**

Lessee is responsible for any risk of loss, theft or damage to the Equipment ("Casualty Loss") from the date Equipment is delivered to Lessee location to the date it is received by Lessor at Lessor's return location. Lessee shall, at Lessee's expense, shall (a) keep in effect an all risk insurance policy covering the Equipment listed on the Schedule and Lessor shall be named as additional insured and loss payee on such policy or (b) self-insure such Equipment against Casualty Loss pursuant to a generally maintained program of self-insurance. Lessee shall provide Lessor, upon request, evidence of such policy or program of self-insurance. Lessee will promptly notify Lessor of any Casualty Loss.

Lessor shall be reasonable in its determination that an item or items cannot be economically repaired. Upon receipt of all amounts due under this paragraph, Lessor shall transfer to Lessee, all of Lessor's right, title and interest in and to such Equipment in an 'As Is, Where Is' basis. Upon Lessor's receipt of payment the Lease for that item shall terminate. No provision of this clause allows Lessee to make any claim of title to the Equipment prior to Lessee exercising an option to purchase.

### Schedule A

[illegible]

[illegible]

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

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Jane Weber, Commissioner

---

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this \_\_\_\_ day of \_\_\_\_\_, 2020.

Attest

On this \_\_\_\_ day of \_\_\_\_\_, 2020, I hereby attest the above-written signatures of  
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

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RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

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DEPUTY COUNTY ATTORNEY

THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**October 27, 2020**

**Agenda #1**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Agreement by and between  
Cascade County for the Montana ExpoPark  
and the Great Falls Turf Club

**INITIATED AND PRESENTED BY:** Susan Shannon  
Director of Montana ExpoPark

**ACTION REQUESTED:** Approval of Contract 20-172

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**BACKGROUND:**

The Great Falls Turf Club and Cascade County, Montana ExpoPark have had a working relationship since 2013. This agreement will be the ninth year of racing conducted at Montana ExpoPark by the Great Falls Turf Club. The Agreement for 2021 has been finalized by and between Cascade County for the Montana ExpoPark and the Great Falls Turf Club. Montana ExpoPark will pay the Great Falls Turf Club SIXTY-FIVE THOUSAND DOLLARS (\$65,000) to be paid as purses for the production of a five (5) day race meet. Proposed race dates are July 24-25, 2021 and July 30, 31, and August 1, 2021.

**RECOMMENDATION:** Approval of Contract 20-172

**COST TO THE COUNTY:** \$65,000 (5 Day Race Meet)

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-172, Agreement by and between Cascade County for the Montana ExpoPark and the Great Falls Turf Club for the purpose of providing a five (5) day horse racing meet, including three (3) days at the 2021 Montana State Fair.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-172, Agreement by and between Cascade County for the Montana ExpoPark and the Great Falls Turf Club for the purpose of providing a five (5) day racing meet, including three (3) days at the 2021 Montana State Fair.



**Agreement by and between  
Cascade County for the Montana ExpoPark  
and the Great Falls Turf Club**

**PURPOSE:**

This agreement entered into this 27th day of October 2020, by and between Cascade County For the Montana ExpoPark (ExpoPark) and the Great Falls Turf Club, Inc. (GFTC) is for the purpose of providing Horses, personnel and production duties, in furtherance of operating a "Horse Race Meet".

**CONDITIONS:**

GFTC AGREES TO AND SHALL BE FINANCIALLY RESPONSIBLE (AS NECESSARY) FOR THE FOLLOWING:

1. Production of a race meet sanctioned by the Montana Board of Horse Racing (MBOHR) on the Montana ExpoPark grounds. Post Time will be 5:00 p.m. on Friday, and Post Time will be 1:00 p.m. for Saturday and Sunday race dates.

**5 Day Race Meet is proposed for 2020-2021**

- a. Saturday, July 24, 2021 & Sunday, July 25, 2021
  - b. Friday, July 30, 2021 Saturday, July 31, 2021, and Sunday, August 1, 2021
2. Provide horses necessary to conduct said race performances.
3. From Monday, June 7, 2021, through Sunday, June 13, 2021, GFTC will be authorized to work on the backside in the Horse Racing area excluding the horse racing track. From Monday, August 9, 2021, through Monday, September 6, 2021, GFTC will be authorized to work on the backside in the Horse Racing area excluding the horse racing track to clean-up all stalls in all barns used by Horse Racing.
4. From Monday, **June 14, 2021**, through Tuesday, **August 3, 2021, at noon**, provide all personnel necessary to conduct said race meet and training including:
  - Racing Director
  - Racing Secretary
  - Announcer
  - Clock
  - Outrider(s)
  - Track Superintendent
  - Race Officials
  - Support Staff
  - Tellers
  - Track Maintenance personnel

Said personnel are recognized as employees or subcontractors of the GFTC, a legally created entity under Montana law, and as such ExpoPark assumes no liability or responsibility for wages, taxes or insurance obligations on their behalf.

5. Perform all administrative duties typical and necessary for the performance of said race meet including, production of information needed to print a race day program.
6. Perform clerical work associated with conducting a race meet.
7. Provide payments to horseman, jockeys, the MBOHR and others as required by MBOHR rules and regulations, including any penalties assessed by MBOHR.
8. The GFTC will file the required reports to MBOHR and provide a copy to ExpoPark management.
8. Provide jockey, spectator and public liability insurance coverage per County policy.
9. Provide a photo finish company.
10. Provide a video patrol company.
11. Provide a totalisator company.
  - a. GFTC will be responsible for the transport, assembly, installation, maintenance and training of staff.
12. Provide startup pari-mutuel cash:
  - a. GFTC will provide for the transportation of the money.
13. GFTC will pay the security bill in full for the services ordered to meet the MBOHR requirement to maintain adequate security to Montana ExpoPark. GFTC will provide a schedule to Montana ExpoPark to secure services through the security company. The direct bill of the security personnel will cover the security at the horsemen's gate.
14. Provide a starting gate.
15. Provide manure removal for horses in the barn area as a result of the race meet.
16. Ensure stalls will be clean at the conclusion of the meet that were occupied by horses in the barn area as a result of the race meet. Stalls will be returned to Cascade County in the condition they were received. Stall boards intact, stalls free of screws, latches in good working order, and floor should be level with appropriate dirt. Replacement dirt must be free of any gravel. A representative from each party will inspect the stalls on Tuesday, September 7<sup>th</sup>, 2021, at 11:00 a.m. to confirm compliance with this provision and to evaluate any stall damage in excess of normal wear and tear.

17. Stall cleanup will be completed pursuant Number 16 between August 9 and September 6, 2021.
18. In the event that Cascade County is compelled to perform maintenance or repair to the stalls due to GFTC nonperformance of paragraph 16 hereof, Cascade County ExpoPark shall bill such costs to the Great Falls Turf Club on their final invoice.
19. Provide Day-to-day maintenance of racetrack and barns from Monday, June 14, 2021 through Monday, August 2, 2021. GFTC is responsible to provide: (a) a water truck as needed to maintain adequate track condition; (b) equipment/tractor to pull harrow; and (c) horse ambulance.
20. Provide internet service where needed for the race meet.
21. Pay ExpoPark \$400 for the cost of garbage removal on the backside for the period Monday, June 14, 2021, to Monday August 2, 2021.
22. Co-ordinate with and obtain prior approval from ExpoPark in regard to sponsor sign placement. Sign off for sponsor placement must be done no later than July 6, 2021. Such approval will not be unreasonably withheld.
23. Provide for cleanup of Jockey Room following each race day.
24. Manage stall assignments and maintain stalls, backside facility, and backside RV spaces from Monday, June 14, 2021 through Monday, August 2, 2021.
25. While working at the track, all GFTC personnel will have on their person a current Montana Board of Horse Racing issued license/identification. When working at the track, such individuals shall receive free admission and parking to the Montana State Fair. GFTC will provide to ExpoPark a list of its employees who will receive free admission and parking.
26. Save and hold harmless ExpoPark, Cascade County as well as the agents and employees thereof, from any claim, liability, injury including death, or damage to any property whatsoever as a result of performing the duties described herein except that arising out of sole negligence of ExpoPark or Cascade County.
27. Notwithstanding any other provision of this Agreement and prior to each race, GFTC shall inspect the track, starting gate, and other areas involved in the holding, movement and racing of the horses to verify that the condition of the track, starting gate and other areas involved in the holding, movement and racing of the horses is not subject to any known or readily ascertainable defect that poses, an unreasonable risk of injury to either persons or horses in preparations for the race, in the race or subsequent to the race as established by standards generally accepted in the horse racing industry.

28. GFTC will remove all sponsor signage for Horse Racing no later than Tuesday, July 28<sup>th</sup> by Noon from all locations including but not limited to the Triple Crown, Paddock, Entry Ways, Betting Windows, and Fencing areas.
29. Contract Renewal – GFTC will ensure that Contract Agreement is submitted no later than September 24, 2021.

EXPOPARK AGREES AND SHALL BE FINANCIALLY RESPONSIBLE (AS NECESSARY) FOR THE FOLLOWING:

1. Provide maintenance of front side (grandstand area) and backside (barn area) facilities including plumbing and electrical services. ExpoPark agrees to make repairs necessary to install track rail. ExpoPark agrees to provide maintenance of barns prior to June 14, 2021. Prior to June 14, 2021, ensure all stalls in the barn area are clean and repaired.
2. A designee from GFTC and ExpoPark will meet at a mutually agreed upon time in advance of June 14, 2021, to conduct an onsite inspection of the stall areas. Stalls which are not clean or require repair will be noted, and ExpoPark will correct the problems prior to the date GFTC is to take possession, June 14, 2021.
3. Provide all concessions:
  - a. ExpoPark will provide all staff and products for the concessions operation and retain all revenue derived therefrom.
4. Provide post-race clean-up, excluding the barns, stalls, jockey room and race office, as noted above:
  - a. ExpoPark will provide the manpower to clean the grandstand, spectator/patron area, restrooms and paddock area during and after each race day.
5. Make the facilities and track related equipment, available to GFTC from 12:01 a.m. on Monday, June 14, 2021, to 11:00 a.m. on Monday, August 2, 2021.
6. Provide facilities that reasonably meet applicable County, State and MBOHR requirements. Prior to May 1, 2021, representatives from ExpoPark and GFTC will conduct a joint onsite inspection of the facilities to determine what, if any, reasonable repairs need to be done.
7. ExpoPark will supply its existing steward stand, video towers, scales and additional racing facilities and equipment as mutually agreed upon.
8. Provide motorized equipment such as forklifts, tractors, trucks and loaders and make reasonable efforts to provide operators for said equipment for occasional horse racing related needs.
9. Pay to the GFTC, SIXTY-FIVE THOUSAND DOLLARS (\$65,000) as purses for the five-day race meet. This payment shall be made one week prior to the first race day.

10. Provide ambulance and EMT personnel as required by the MBOHR to serve jockeys, support staff and the public.
11. Provide all stalls and RV spaces in the barn area and utilities (including water) at no expense for GFTC use from Monday, June 14, 2021 to Monday, August 2, 2021.
12. Provide a portable toilet to be located at the Horseman's gate beginning the Friday before the first race day until Monday following the last race day.
13. Provide a total of 625 free admissions and parking tickets at no expense to GFTC for GFTC sponsors during the Montana State Fair days of the race meets.
14. GFTC is authorized to sell programs, signage, advertising, promotional items and reserved seating for the described race meet and retain all revenue. GFTC will be solely responsible for the content (including copyright, trademark, etc.) of its programs, signage, advertising and promotional items.
15. Authorize GFTC to retain all admissions and parking revenue for pre-Montana State Fair race days.
16. Provide the GFTC with a detailed accounting of all relative expenses incurred and income received by ExpoPark related to the race meet during the period before and during said race meet. Accounting shall be completed and provided no later than August 31, 2021.
17. Save and hold harmless GFTC as well as agents and employees thereof, from any claim or liability or damages to persons or personal property whatsoever as a result of performing the duties described herein except that arising out of sole negligence of the GFTC.

**OTHER TERMS AND CONDITIONS:**

**THIRD PARTY BENEFICIARIES:** The parties enter into this contract only for the benefit of the GFTC, ExpoPark and Cascade County; there are no third party beneficiaries under this agreement.

**MODIFICATIONS AND ADDITIONS:** This contract may not be modified or added to, without the mutual written authorization of both parties, during the term of this agreement.

**CHOICE OF LAW, VENUE, COSTS AND FEES:** This contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In any contract dispute, whether litigated or not, the parties shall bear their own costs and attorney fees.

**WAIVER:** Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver, of such provisions. Such failure shall not in any way affect the right of a party to thereafter enforce each and every provision of this Contract. No waiver of any breach of any provision of this Contract shall constitute a waiver of any other subsequent breach of any provision of this Contract.

**ENTIRE AGREEMENT AND MODIFICATIONS:** This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This Agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

**MUTUAL CONSENT:** The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below.

**CONTRACT RENEWAL:** Both parties agree to this contract is subject to annual review and negotiation. Further, the parties agree to provide the other written notice, no later than 5:30 p.m. on September 24, 2021 of their intent to renew the agreement for the following year.

**TERM OF AGREEMENT:** It is acknowledged that this contract is intended to provide terms and conditions agreed to by both parties only for the period from the date of signing to the 31 day of August 2021

Warren H. Kottke, Jr., President

This instrument was signed or acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2020 by \_\_\_\_\_.

(NOTARIAL SEAL)

**Cascade County:**

Jane Weber, Commissioner

ATTEST

Rina Fontana Moore  
Cascade County Clerk and Recorder

DEPUTY COUNTY ATTORNEY

Page 7 of 7



October 27, 2020

Agenda #2

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** Fleet Light Duty Vehicles Bid Award

**INITIATED BY:** Cascade County Public Works Department

**ACTION REQUESTED:** Approval of Award: Contract #20-173

**PRESENTED BY:** Les Payne, Public Works Director

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**SYNOPSIS:**

Cascade County Public Works Department went out to public bid for multiple light duty vehicles to upgrade their existing fleet. Bid packet availability was published in the Great Falls Tribune on September 23rd, September 27<sup>th</sup> and October 4<sup>th</sup> of 2020 and posted on the Cascade County website. Hard copies were available upon request. Sealed bids were due on Friday October 9<sup>th</sup>, 2020, at 1:00 p.m. in Board of Commissioners office located in the Cascade County Courthouse Annex, 325 2<sup>nd</sup> Ave North, Room 111, Great Falls, MT. Bids were provided by Duval Ford, LLC of Jacksonville, FL, with a bid price of \$254,232.64 and Bison Ford of Great Falls, MT, with a bid price of \$252,841.12. Staff reviewed all bids in their entirety and considered net price delivered, trade in value consideration, delivery days, specifications complied within the submittal, fuel consumption, warranty, current budget allowances, structure of fleet, structure of fleet maintenance, consideration of fleet replacement, resale value of used versus new equipment, average maintenance costs, repair, replacement, maintenance services, and our long range economic outlook and budget. Attached are the completed bid tabulations for review.

**RECOMMENDATION:**

Cascade County Staff, after reviewing bid proposals for multiple Fleet Light Duty Vehicles, recommends awarding Contract #20-173 to Bison Ford of Great Falls, MT, for the purchase of seven (7) new vehicles and Cascade County will NOT be trading in old fleet, the county has opted to sell them out right.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

"I move the Cascade County Commission **APPROVE** Contract #20-173, Bid proposal from Bison Ford, of Great Falls, MT, for a variety of seven (7) 2021 Light Duty Trucks as described in the staff report, for a total bid award of \$252,841.12 and instruct staff to complete the purchasing process."

**MOTION TO DISAPPROVE:**

"I move the Cascade County Commission **DISAPPROVE** Contract #20-173, Bid proposal from Bison Ford, of Great Falls, MT."



## BID FORM

(Page 1 of 2)

The undersigned Bidder hereby covenants and agrees to provide one (1) or more of each of the various models of fleet vehicles as outlined and described in the specifications included herein, for the price stated per vehicle. The bidder understands that this bid is effective for sixty (60) days from the date of opening. All lines on the Bid Form must be completed.

Vehicle per Specifications	Model & Year	Net Purchase Price (w/o trade)
4x4 1 Ton Dually Cab & Chassis	<u>2021 FORD F-350</u>	<u>\$ 33,701.34</u> each
4x4 ¾ Ton Extended cab w/ 8' box	<u>2021 FORD F-350</u>	<u>\$ 31,089.84</u> each
4x4 1 Ton SRW Pickup W/ 8' box	<u>2021 FORD F-350</u>	<u>\$ 31,089.84</u> each
4x4 1 Ton Diesel Pickup Crew Cab W service bed and Generator.	<u>2021 FORD F-350</u>	<u>\$ 66,237.50</u> each
4x4 ½ Ton Pickup w/ Extended Cab	<u>2021 FORD F-150</u>	<u>\$ 28,622.42</u> each

Proposed delivery date(s): 150 - 180 DAYS FROM ORDER DATE

Bidder's Name BISON MOTOR COMPANY

Bidder's Signature 



## BID FORM

(Page 1 of 2)

The undersigned Bidder hereby covenants and agrees to provide one (1) or more of each of the various models of fleet vehicles as outlined and described in the specifications included herein, for the price stated per vehicle. The bidder understands that this bid is effective for sixty (60) days from the date of opening. All lines on the Bid Form must be completed.

Vehicle per Specifications	Model & Year	Net Purchase Price (w/o trade)
4x4 1 Ton Dually Cab & Chassis	2021 Ford F350 (F3H)	\$ 33,956.84 each
4x4 ¾ Ton Extended cab w/ 8' box	2021 Ford F250 (X2B)	\$ 31,300.00 each
4x4 1 Ton SRW Pickup W/ 8' box	2021 Ford F350 (F3B)	\$ 31,395.44 each
4x4 1 Ton Diesel Pickup Crew Cab W/service bed and Generator.	2021 Ford F350 (W3H)	\$ 65,202.00 each
4x4 ½ Ton Pickup w/ Extended Cab	2021 Ford F150 (X1E)	\$ 29,682.92 each

Proposed delivery date(s): \_120-150 DAYS AFTER RECEIPT OF PURCHASE ORDER

Bidder's Name DUVAL FORD

Bidder's Signature



RICHARD TACKETT



## TRADE-IN VALUE CONSIDERATION

Vehicle Description	Vin Number	Trade-in Value
(1) 2002 GMC 2500 4x4 (#7104)	1GDHK24U52E256075	\$ 800.00
(1) 2005 Ford Taurus (#210)	1FAFP53U65A172767	\$ 300.00
(1) 2006 Chevrolet Aveo (#418)	KL1TD56656B583129	\$ 300.00
(1) 2005 Ford 4x4 F150 (#507)	1FTRF14W95NA17772	\$ 2000.00
(1) 2002 GMC 2500 4x4 pickup (#505)	1GDHK24U32E122682	\$ 800.00
(1) 1990 Chev.3500 4x4 flatbed (#515)	1GBJK34K9LE195345	\$ 800.00
(1) 2004 Ford F350 4x4 pickup (#1105)	1FDSF35L74EC65806	\$ 1300.00
(1) 2006 F250 4x4 service bed (#1107)	1FDNF21546EB83114	\$ 2000.00
(1) 2008 F350 diesel serv. bed (#1151)	1FDWW33R48EE58099	\$ 2500.00

A bidder can set up a time and date to inspect or view a trade-in vehicle by contacting Bob Wilson at Cascade County Public Works at 406-454-6920. ALL TRADES ARE CONSIDERED TO BE IN GOOD MECHANICAL WORKING ORDER.

D VAL

